

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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MASTR ADJUSTABLE RATE	:	
MORTGAGES TRUST 2006-OA2, MASTR	:	
ADJUSTABLE RATE MORTGAGES	:	12-cv-7322 (PKC)
TRUST 2007-1, AND MASTR	:	
ADJUSTABLE RATE MORTGAGES	:	
TRUST 2007-3,	:	ECF Case
	:	
Plaintiffs,	:	Electronically Filed
	:	
-against-	:	DECLARATION OF RICK
	:	ANTONOFF
UBS REAL ESTATE SECURITIES INC.,	:	
	:	
Defendant.	:	
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Rick Antonoff, pursuant to 28 U.S.C. § 1746, declares under penalty of perjury as follows:

1. I am a member of the bar of this Court and of the firm Blank Rome LLP.
2. While at the law firms of Pillsbury Winthrop Shaw Pittman LLP and Clifford Chance US LLP, I represented the Defendant UBS Real Estate Securities, Inc. ("UBS RESI") in connection with submitting its proofs of claim in the American Home Mortgage Corp. ("AHMC") bankruptcy proceeding in the United State Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").
3. I submitted all proofs of claim on behalf of UBS RESI in the AHMC bankruptcy proceeding, including the claims dated January 11, 2008 (Claim 8925) (Ex. 1); October 14, 2009 (Claim 10736) (Ex. 2); and June 24, 2010 (Claim 10788) (Ex. 3). Each of these claims expressly reserved UBS RESI's right to further amend and/or supplement the proof of claim at any time and in any manner and/or to file additional amendments and proofs of claim for any additional

claims which may be based on the same or additional documents or grounds of liability. (Exs. 1, 2, 3.)

4. The Amended Chapter 11 Plan of Liquidation of the Debtors Dated As Of February 18, 2009 (the “Plan”) was confirmed by Order of the Court on February 23, 2009. (Ex. 4.)

5. Pursuant to Article 7 of the Plan (Ex. 5) and the Notice of Service of EPD/Breach Claims Questionnaire and EPD/Breach Claims Bar Date (Ex. 6), I completed an EPD/Breach Claims Questionnaire based on information provided to me by UBS RESI and submitted it on or before June 15, 2009 – the EPD/Breach Claims Bar Date.

6. Thereafter, on February 3, 2012, UBS RESI was served with a summons and complaint in the action entitled *Assured Guaranty Municipal Corp., f/k/a Financial Security Assurance Inc. v. UBS Real Estate Securities Inc.*, Index No. 650327/2012 (the “*Assured Action*”) then pending in the Supreme Court of the State of New York, New York County. (Ex. 7.)

7. On March 2, 2012, I submitted the third amendment and supplement to proof of claim (the “Third Amendment and Supplement”) (Claim 10929) on behalf of UBS RESI. (Ex. 8.) The Third Amendment and Supplement accounted for newly incurred and future costs in connection with the *Assured Action* for which UBS RESI was entitled to indemnification from AHMC pursuant to Section 7.04 of the Master Loan Purchase and Servicing Agreement (the “MLPSA”), dated as of December 1, 2005 between UBS RESI as Initial Purchaser, and AHMC, as Seller. (Ex. 9 at 17.)

8. Specifically, the Third Amendment and Supplement provided: “The purpose of this supplement is to account for newly incurred and future costs for which [UBS RESI] is

entitled to indemnification from AHMC pursuant to the MLPSA. On February 3, 2012, [UBS RESI] was served with a summons and complaint in the [*Assured* Action]. The [*Assured* Action] arises out of allegations of breaches of representations and warranties by AHMC relating to loans it originated in connection with the MASTR Adjustable Rate Mortgages Trust 2007-1 residential mortgage-backed securitization. Consistent with its prior claims, [UBS RESI] is incurring legal fees and expenses and other costs as a result of defending such alleged breaches and may be subject to a potential damages award in the [*Assured* Action].” (Ex. 8.)

9. I also represented UBS RESI, UBS Securities LLC (“UBS Securities”), and UBS AG (“UBS AG” and together with UBS RESI and UBS Securities, “UBS”), in connection with the stipulation (the “Stipulation”) entered into by and between Steven D. Sass, as liquidating trustee and UBS as of December 27, 2013, and approved by the Bankruptcy Court on January 7, 2014. As partial consideration for entering into the Stipulation, UBS agreed to withdraw the Third Amendment and Supplement proof of claim which accounted for the costs for which UBS RESI was entitled to indemnification from AHMC pursuant to the MLPSA. (Ex. 10.)

Dated: New York, New York
June 9, 2016



Rick Antonoff